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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract for 2011 Asphalt Rubber Cape Seal Project with Intermountain Slurry Seal Inc., of Watsonville, CA, (\$641,679)

MEETING DATE: July 6, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract for 2011 Asphalt Rubber Cape Seal project with Intermountain Slurry Seal Inc., of Watsonville, CA, in the amount of \$641,679.

BACKGROUND INFORMATION: This project includes the application of an asphalt rubber cape seal on various City streets. The streets were identified through the City's Pavement Management System based on the condition of the street pavement and the traffic load. Also included in this project is a slurry seal at the Municipal Service Center (MSC) near the Electric Utility offices. Exhibits A and B show the streets that will receive the cape seal and Exhibit C shows the MSC parking area to receive the slurry seal.

Specifications for this project were approved on June 1, 2011. The City received the following two bids for this project on June 22, 2011.

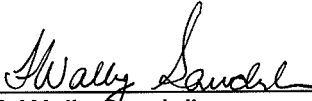
Bidder	Location	Bid
Engineer's Estimate		\$831,772.00
Intermountain Slurry Seal Inc.	Watsonville	\$641,679.00
International Surfacing Systems	West Sacramento	\$670,769.00

FISCAL IMPACT: By investing in the recommended overlay project, significant capital dollars will be saved by extending the useful life of the pavement and foregoing more costly rehabilitation.

FUNDING AVAILABLE:

Proposition 1B Fund	\$792,500
Electric Capital Fund (161)	\$ 7,500
Total:	\$800,000

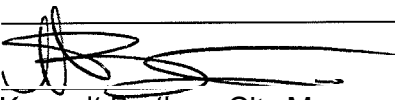

 Jordan Ayers
 Deputy City Manager/Internal Services Director


 F. Wally Sandelin
 Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
 FWS/LC/pmf

cc: Deputy Public Works Director – Utilities
 Electric Utility Director
 Senior Civil Engineer, Chang
 Intermountain Slurry Seal, Inc.

APPROVED:

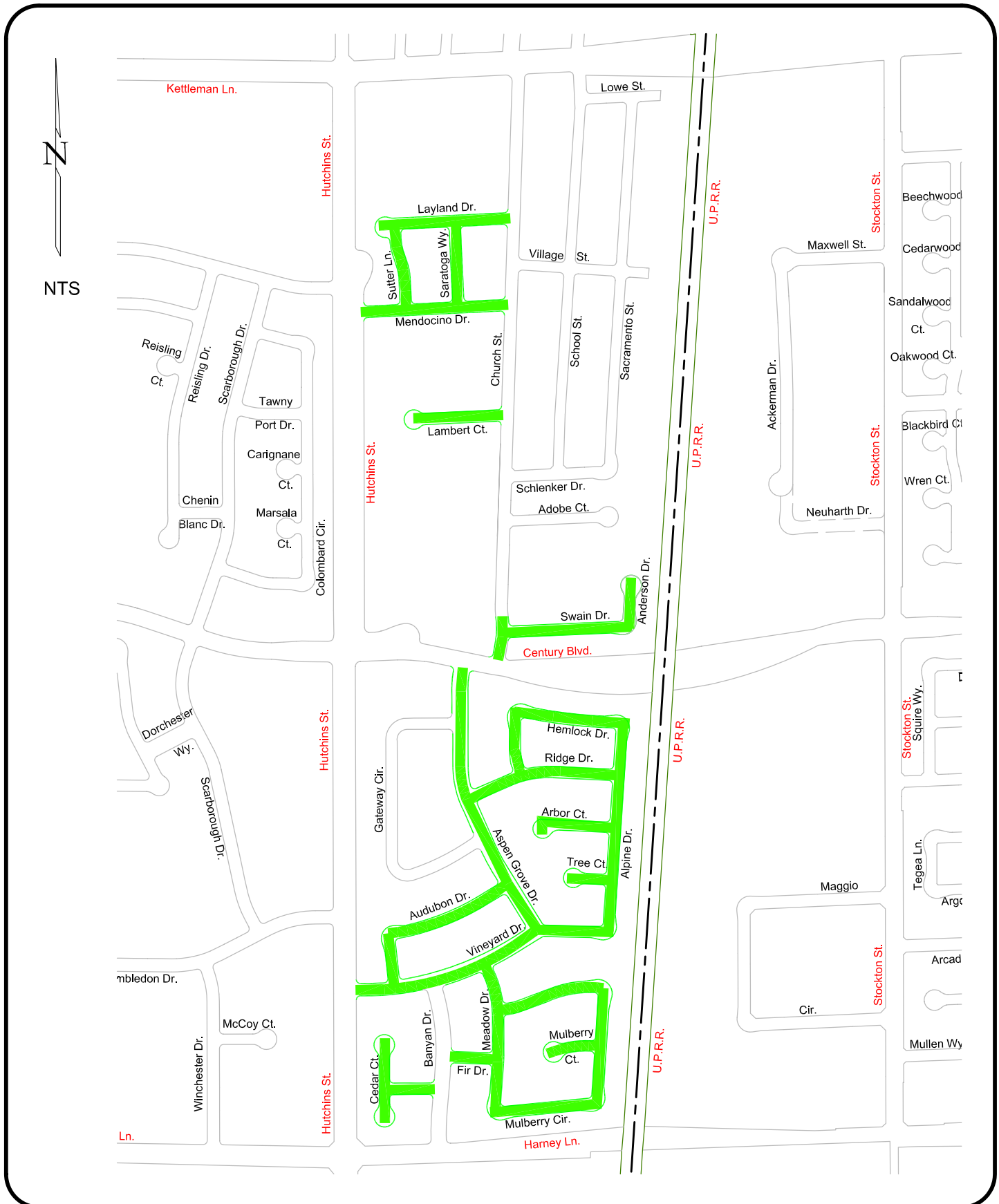

 Konrad Bartlam, City Manager



CITY OF LODI

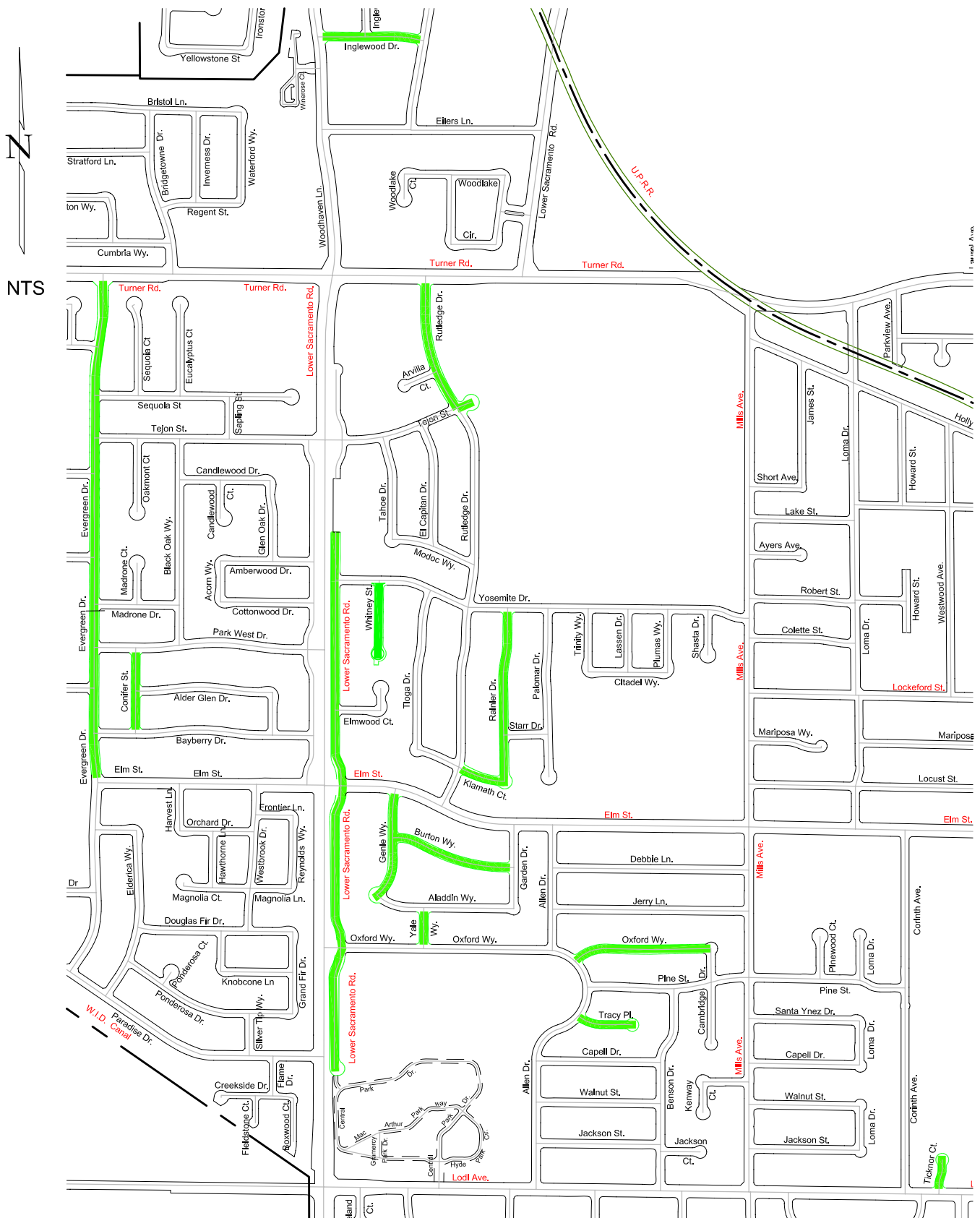
PUBLIC WORKS DEPARTMENT

CAPE SEAL AREA 1 KETTLEMAN - HARNEY HUTCHINS - UPRR



PUBLIC WORKS DEPARTMENT

CAPE SEAL AREA 2
TURNER - LODI
EVERGREEN - MILLS

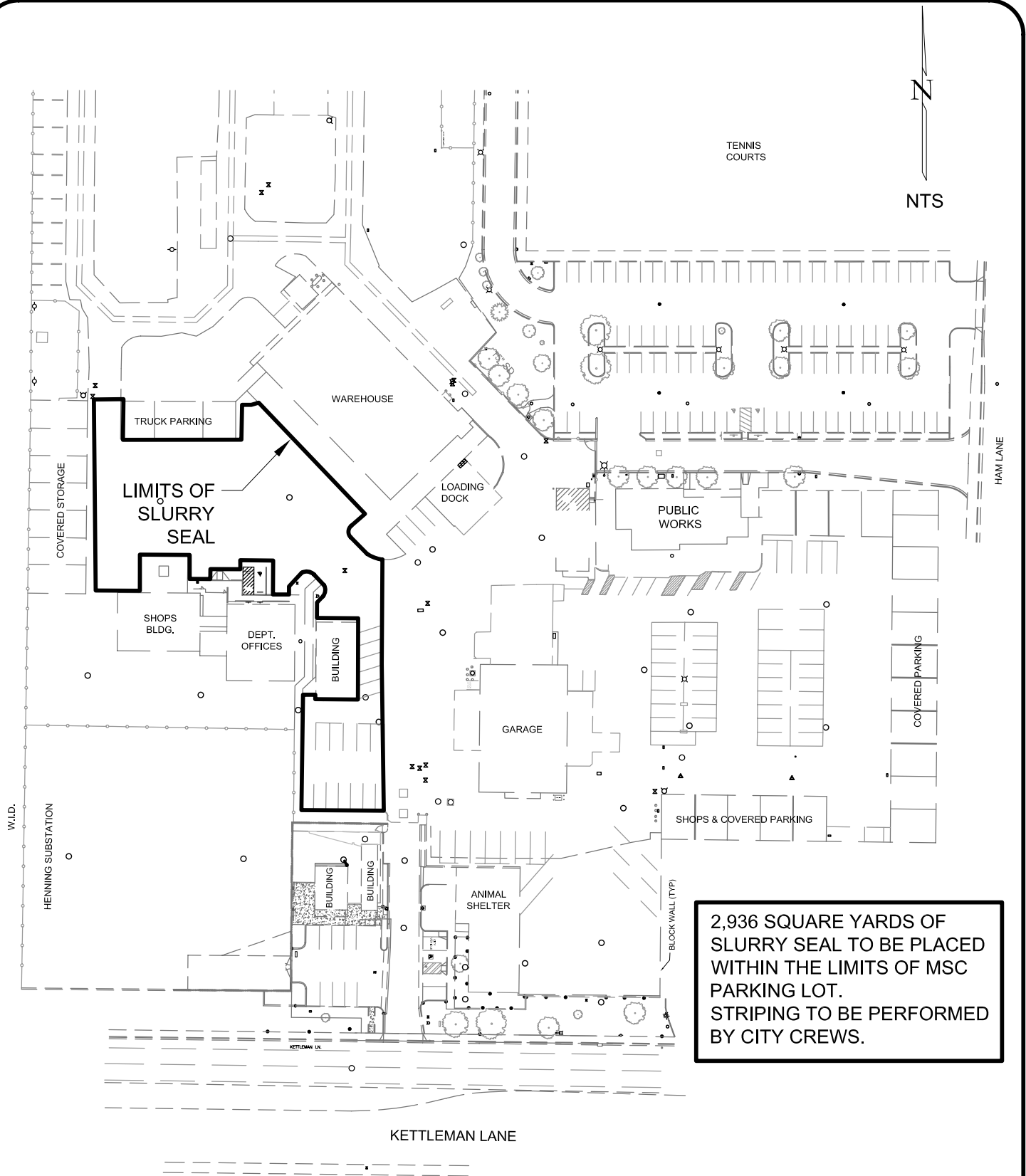




CITY OF LODI

PUBLIC WORKS DEPARTMENT

MUNICIPAL SERVICE CENTER 1331 S. HAM LN. PARKING LOT SLURRY SEAL



**2011 ASPHALT RUBBER CAPE
SEAL VARIOUS STREETS**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and INTERMOUNTAIN SLURRY SEAL, INC. of Watsonville, California, herein referred to as the "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5-600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the

general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to rehabilitate and resurface approximately 111,000 square yards of various City streets with a layer of an asphalt rubberized chip seal followed by a layer of slurry seal on top and other incidental and related work, all shown on the plans and specifications for "2011 Asphalt Rubber Cape Seal Various Streets".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 34,000.00	\$ 34,000.00
2.	Construction Notification	LS	1	\$ 3,570.00	\$ 3,570.00
3.	Pavement Repair	SF	1,100	\$ 11.48	\$ 12,628.00
4.	Pavement Crack Seal	LB	2,000	\$ 5.50	\$ 11,000.00
5.	Pavement Grinding	LF	500	\$ 10.80	\$ 5,400.00
6.	Rubberized Chip Seal	SY	111,000	\$ 3.55	\$ 394,050.00
7.	Slurry Seal Streets	SY	111,000	\$ 1.35	\$ 149,850.00
8.	Slurry Seal MSC Parking Lot	SY	2,936	\$ 2.00	\$ 5,872.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
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9.	Thermoplastic Striping and Legends	LS	1	\$ 24,286.00	\$ 24,286.00
10.	Pavement Markers	LS	1	\$ 1,023.00	\$ 1,023.00
TOTAL					\$ 641,679.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the Contract and to diligently prosecute to completion within 30 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____
City Manager

By: _____

Date: _____

Attest:

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2011-104

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT FOR THE 2011 ASPHALT RUBBER
CAPE SEAL PROJECT

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on June 22, 2011, at 11:00 a.m., for the 2011 Asphalt Rubber Cape Seal Project described in the plans and specifications therefore approved by the City Council on June 1, 2011; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
Engineer's Estimate	\$ 831,772.00
Intermountain Slurry Seal, Inc.	\$641,679.00
International Surfacing Systems	\$670,769.00

WHEREAS, staff recommends awarding the contract for the 2011 Asphalt Rubber Cape Seal Project to the low bidder, Intermountain Slurry Seal, Inc., of Watsonville, California, in the amount of \$641,679.00.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the contract for the 2011 Asphalt Rubber Cape Seal Project with the low bidder, Intermountain Slurry Seal, Inc., of Watsonville, California, in the amount of \$641,679.00.

Dated: July 6, 2011

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I hereby certify that Resolution No. 2011-104 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 6, 2011, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, and
Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Nakanishi

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk